

ORIGINAL

Before the
FEDERAL COMMUNICATIONS COMMISSION
Washington, D.C. 20554

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MAY - 9 2005

In the Matter of

DOCKET FILE COPY) ORIGINAL

Amendment of Section 73.202(b)
Table of Allotments,
FM Broadcast Stations
(Port Norris, New Jersey)

)
)
)
)

MB Docket No. 04-409
RM-11108
RM-11234

Federal Communications Commission
Office of Secretary

To: Office of the Secretary
Attn: Assistant Chief, Audio Division
Media Bureau

REPLY COMMENTS
OF COX RADIO, INC. AND CXR HOLDINGS, L.L.C.

Cox Radio, Inc. and its wholly-owned subsidiary CXR Holdings, L.L.C. (collectively "Cox"), by their attorneys and pursuant to the Commission's *Public Notice*,¹ respectfully submit these reply comments in support of Cox's Counterproposal filed in response to the *Notice of Proposed Rule Making* in the above-captioned proceeding ("NPRM").² By these reply comments, Cox reiterates its continuing interest in its Counterproposal and alerts the FCC that the reference coordinates of its proposed allotment for Lakeside, Virginia appear to have been erroneously deleted from the FCC's database. Immediate correction of the database is essential

¹ Consumer & Governmental Affairs Bureau, Reference Information Center, Counterproposals Filed, *Public Notice*, Report No. 2704 (rel. April 22, 2005) ("*Public Notice*"). The *Public Notice* permits interested persons to file comments regarding Cox's Counterproposal filed in this proceeding within fifteen days. Accordingly, Cox's Comments are timely filed. See 47 C.F.R. § 1.4 (2004).

² In the Matter of Amendment of Section 73.202(b), Table of Allotments, FM Broadcast Stations (Port Norris, New Jersey), *Notice of Proposed Rule Making*, DA 04-3512, MB Docket No. 04-409, RM-11108 (rel. Nov. 5, 2004) ("NPRM").

No. of Copies rec'd 0+4
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to ensure the requisite protection of Cox's Counterproposal until the conclusion of this rulemaking proceeding.

BACKGROUND

On November 5, 2004, the FCC released the *NPRM* proposing the allotment of Channel 299A at Port Norris, New Jersey (the "Port Norris Proposal"). On December 27, 2004, Cox timely filed its Counterproposal proposing a mutually exclusive set of interrelated allotments including changing the channel and class of its radio station WDYL(FM) from Channel 266A to 265B1, relocating the station to a new transmitter site, and changing the community of license from Chester to Lakeside, Virginia with reference coordinates of 37° 36' 08" N, 77° 22' 09" W for the new allotment. Adoption of Cox's Counterproposal would provide first local services to two communities (Lakeside, Virginia and Willards, Maryland) and provide 60 dBu radio service to an increased population of 73,137 persons. No other counterproposals were filed.

On April 15, 2005, prior to the release of the *Public Notice*, MainQuad Communications, Inc. ("MainQuad"), licensee of WARV-FM, filed a letter in this proceeding disclosing that WARV-FM actually was and had been operating at a tower that was located at coordinates other than those specified in the station's license. A copy of the letter is attached as Exhibit A. From this unauthorized tower location, WARV-FM is short-spaced to the reference coordinates that Cox proposed for Lakeside in its Counterproposal filed nearly four months before MainQuad's letter. In its letter, MainQuad Communications stated that it intended to file a construction permit to modify the WARV-FM tower coordinates to match the station's current operations and therefore requested that the FCC change the reference coordinates for Lakeside in Cox's Counterproposal from 37° 36' 08" N, 77° 22' 09" W to 37° 36' 48" N, 77° 21' 46" W (the "MainQuad Letter"). On April 22, 2005, the FCC released a *Public Notice* seeking comment on

Cox's Counterproposal. On April 28, 2005, MainQuad filed a construction permit application to modify the WARV-FM tower coordinates (FCC File Number BPH-20050428ABL).

I. COX REAFFIRMS ITS INTEREST IN ITS COUNTERPROPOSAL AND ITS ORIGINALLY-PROPOSED LAKESIDE REFERENCE COORDINATES.

Cox hereby reiterates its interest in its Counterproposal and incorporates by reference its Counterproposal filed on December 27, 2004. As discussed therein, all of the proposed facilities modifications comply with the FCC's technical rules, and grant of Cox's Counterproposal would achieve a preferential arrangement of allotments that would be superior to the Port Norris Proposal.

Cox's Counterproposal, including the reference coordinates it proposed for Lakeside, has priority over MainQuad's construction permit application. Under the FCC's rules, Cox's Counterproposal filed on Dec. 17, 2004 at the close of the comment period for the Port Norris Proposal has cut-off protection against MainQuad's construction permit application filed on April 28, 2005.³ Cox's Counterproposal therefore takes priority over MainQuad's construction permit application, and MainQuad is required to protect Cox's Counterproposal. Cox confirms its continuing interest in its Counterproposal and does not amend its Counterproposal to specify the alternate reference coordinates proposed by MainQuad.

II. THE FCC DATABASE CONTAINS A PREJUDICIAL ERROR.

Cox recently discovered that the reference coordinates it proposed for the Lakeside allocation in its Counterproposal are no longer in the FCC's database, and therefore the public is not on notice that it must protect Cox's Counterproposal. The FCC's customary practice is to enter the relevant technical details of counterproposals into its database so that interested persons

³ See, e.g., 47 C.F.R. § 73.208 (2004).

are on notice that these technical parameters must be protected until the FCC has reached a decision in the rulemaking proceeding. As shown in the attached printouts of the FCC's database at Exhibit B, the reference coordinates that Cox proposed for the Lakeside allocation in its Counterproposal are not in the FCC's database and only MainQuad's alternate reference coordinates for Lakeside are in the FCC's database. As a result, persons such as consulting engineers and FCC staff who rely on the accuracy of the FCC's database to prepare and process applications will be unaware of Cox's original reference coordinates for Lakeside, which are entitled to protection until the conclusion of this proceeding. This database error therefore could cause the FCC, prior to the conclusion of this rulemaking, to erroneously grant an application that does not protect Cox's original reference coordinates for the Lakeside allocation even if the application is required to protect Cox's Counterproposal. MainQuad's construction permit application filed on April 28, 2005 is an example of just such a filing.

MainQuad's construction permit application requested modification of the geographic coordinates for WARV-FM's tower. As noted, the modified coordinates for WARV-FM are short-spaced to the reference coordinates specified in Cox's Counterproposal for the Lakeside allocation. In its application, however, MainQuad's channel study does not reveal this short-spacing due to the omission of Cox's original reference coordinates from the FCC's database. Attached as Exhibit C is a copy of the application. As a result, the FCC conceivably might grant the MainQuad application before it has had the opportunity to evaluate and rule on the merits of Cox's Counterproposal in the rulemaking even though Cox's Counterproposal has priority over MainQuad's application.

As a result, omission of Cox's original reference coordinates for the Lakeside allocation from the FCC's database prior to the FCC's issuance of a decision in this proceeding is

significantly prejudicial to Cox. In addition, omission of the coordinates also would create administrative confusion and wasted resources at the FCC if the FCC grants Cox's Counterproposal with its originally proposed reference coordinates, and then is faced with having to undo grants of other applications filed after Cox's Counterproposal but that did not protect Cox's Counterproposal. Therefore, it is imperative that the FCC correct its database to add Cox's original Lakeside reference coordinates as soon as possible.

CONCLUSION

As described herein and in the Counterproposal, grant of Cox's Counterproposal would result in a more efficient use of broadcast spectrum than the Port Norris Proposal. In light of the foregoing, the Commission should grant Cox's Counterproposal and correct its database to include Cox's Lakeside reference coordinates forthwith.

Respectfully submitted,

COX RADIO, INC.
CXR HOLDINGS, INC.

By: 

Kevin Reed
Nam E. Kim
DOW, LOHNES & ALBERTSON, PLLC
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(202) 776-2000

Their Attorneys

By: 

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Washington, D.C. 20005-2004
(202) 639-6500

Of Counsel

May 9, 2005

EXHIBIT A



WASHINGTON, DC OFFICE

fifth floor

flour mill building

1000 potomac street nw

washington, dc 20007-3591

TEL 202 965 7880 FAX 202 965 1729

OTHER OFFICES

new york, new york

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*Please reply to JOHN M. PELKEY
jpelkey@gsblaw.com TEL EXT 2528*

April 15, 2005

Our File No. 20828-00101-63

VIA HAND DELIVERY

Marlene H. Dortch, Secretary
Federal Communications Commission
445 12th Street, S.W.
Washington, D.C. 20554

Re: MB Docket No. 04-409
RM-1108

Dear Ms. Dortch:

In a counterproposal filed in the above-referenced proceeding on December 27, 2004, CXR Holdings, Inc., ("CXR") licensee of Station WDYL(FM), Chester, Virginia, proposed to change the channel and class of WDYL from Channel 266A to Channel 265B1 and to change the station's community of license from Chester, Virginia, to Lakeside, Virginia. In that counterproposal, CXR specified reference coordinates of 37°, 36', 08" NL; 77°, 22', 09" WL.

MainQuad Communications, Inc. ("MainQuad"), is the licensee of WARV-FM, Petersburg, Virginia. MainQuad, which became the licensee of the station in February 2003, recently discovered that the coordinates listed on the WARV-FM license are in error and apparently have been in error ever since the filing of the application seeking authority to construct WARV-FM at its present location approximately 12 years, and several licensees, ago. After MainQuad informed its landlord of its discovery, the landlord, which is also a Commission licensee, began the process of correcting the coordinates on file with respect to the tower on which WARV-FM is located. In particular, the FAA has been notified as the first step in obtaining a corrected tower registration. MainQuad itself is preparing a facilities modification application on FCC Form 301 so as to permit the coordinates to be corrected.

In the process of performing the engineering studies to determine whether WARV-FM is properly spaced if the correct coordinates are used, however, MainQuad discovered that, if the correct coordinates are used for the tower on which WARV-FM is located, WARV-FM is short-spaced to the reference coordinates specified by CXR in its counterproposal. So as to permit MainQuad to file the requisite facilities modification application correcting the WARV-FM coordinates, MainQuad



April 15, 2005

Page 2

respectfully requests that 37°, 36', 48" NL; 77°, 21', 46" WL be specified as the reference coordinates for the proposed Lakeside allocation. As is depicted on the attached map and allocation study, those reference coordinates would permit the requisite 70 dBu coverage of Lakeside while, at the same time, meeting all relevant spacing requirements. Adoption of these reference coordinates thus would allow the counterproposal to go forward while, at that same time, permitting MainQuad to file the requisite facilities modification application that would allow WARV-FM to continue to provide the same service that it has been providing to the residents of Petersburg and the surrounding area for the last 12 years.

Sincerely,



John M. Pelkey

Enclosures

cc: Victoria McCauley, Esq.
Kevin F. Reed, Esq.
Mark N. Lipp, Esq.
Dana Puopolo

EXHIBIT A

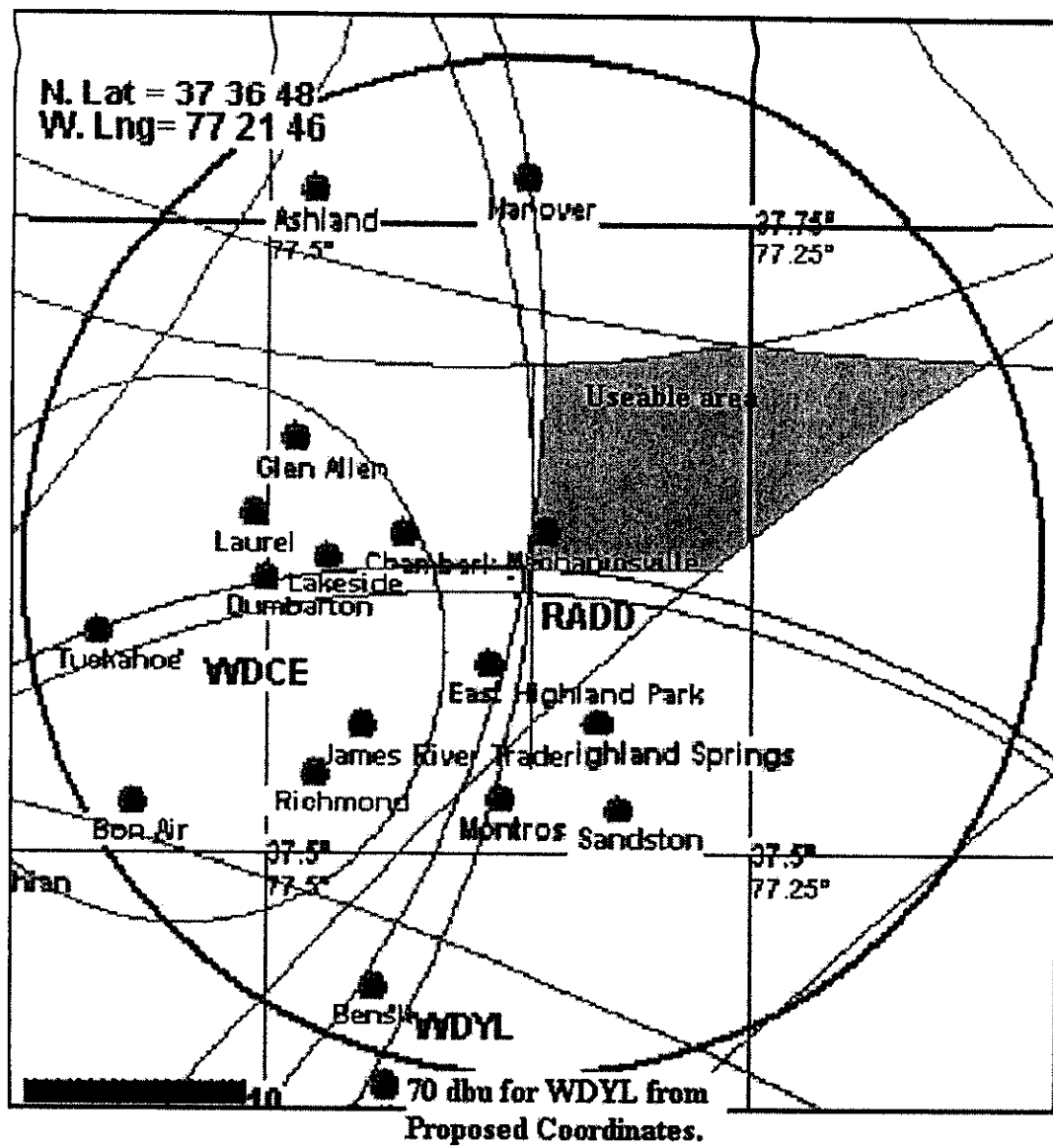


EXHIBIT B

Call	CH#	Type	Location		D-KM	Azi	FCC	Margin
RADD	265B1	ADD	Lakeside	VA	1.35	204.5	175.0	-173.65
ALLO.U	265A	USE	Warsaw	VA	65.18	55.4	143.0	-77.82
WNNTFM	265A	LIC	Warsaw	VA	65.18	55.4	143.0	-77.82
WDYL	266A	LIC N	Chester	VA	20.28	197.6	96.0	-75.72
ALLO.U	266A	USE	Chester	VA	26.23	192.7	96.0	-69.77
WARVFM	262A	LIC	Petersburg	VA	47.99	184.0	48.0	-0.01
WZEZ	263A	LIC N	Goochland	VA	48.01	273.4	48.0	0.01
ALLO.U	263A	USE	Goochland	VA	48.21	280.2	48.0	0.21
ALLO.U	262A	USE	Petersburg	VA	49.12	183.2	48.0	1.12
WDCE	211A	LIC	Richmond	VA	16.34	256.9	12.0	4.34
WFMI	265C2	LIC N	Southern Shores	NC	205.25	139.4	200.0	5.25
ALLO.U	268B	USE	Fredericksburg	VA	79.87	358.0	71.0	8.87
WBQB	268B	LIC-D	Fredericksburg	VA	79.87	358.0	71.0	8.87
WWDCFM	266B	LIC	Washington	DC	156.18	9.7	145.0	11.18
ALLO.U	266B	USE	Washington	DC	156.18	9.7	145.0	11.18
WRVAFM	264C	LIC	Rocky Mount	NC	209.79	199.7	193.0	16.79
ALLO.U	264C	USE	Rocky Mount	NC	209.79	199.7	193.0	16.79
ALLO.U	264B	USE	Harrisonburg	VA	164.60	305.0	145.0	19.60
WQPO	264B	LIC	Harrisonburg	VA	164.60	305.0	145.0	19.60
ALLO.U	265C2	USE	Southern Shores	NC	222.02	138.4	200.0	22.02
WAAI	265A	LIC	Hurlock	MD	171.17	48.5	143.0	28.17
ALLO.U	265A	USE	Hurlock	MD	171.17	48.5	143.0	28.17
WXJK	267A	LIC	Farmville	VA	96.39	250.7	48.0	48.39
ALLO.U	267A	USE	Farmville	VA	96.39	250.7	48.0	48.39
WXJK	267C3	RSV	Farmville	VA	107.77	254.6	50.0	57.77
WWDEFM	267B	LIC	Hampton	VA	131.62	131.2	71.0	60.62
ALLO.U	267B	USE	Hampton	VA	131.62	131.2	71.0	60.62
ALLO.U	263B	USE	Norfolk	VA	134.52	130.1	71.0	63.52
WXMM	263B	LIC	Norfolk	VA	134.52	130.1	71.0	63.52

EXHIBIT B

**Audio Division**

(202)-418-2700

FM Query & FM List Results[FCC > MB > Audio Division > FM Query](#)[AM Query](#)[TV Query](#)[FCC site map](#)

FM Query and FM List results are derived from the public files at <http://www.fcc.gov/mb/databases/cdbs>. Requests to correct data should be referred to [Dale Bickel, dale.bickel@fcc.gov](mailto:dale.bickel@fcc.gov). Comments on the FM Query may be referred to [Dale Bickel, dale.bickel@fcc.gov](mailto:dale.bickel@fcc.gov).

- This list is best printed in LANDSCAPE mode.
- Use the TEXT SIZE input on the [FM Query](#) page to change the text size in the list below, for easier printing or viewing.
- Click on the blue Call Sign or blue Facility ID Number to retrieve more detailed information from the FM Query, including access to the CDBS database records pertaining to that station.
- Records for stations outside the USA are derived from international notifications.
- The FCC does not collect information on the types of programming (jazz, talk, Top40, etc.) aired on radio broadcast stations, or about specific programs.
- License, application, and construction permit (CP) coordinates shown in the FM Query are NAD 27 coordinates.
- Antenna Structure Registration (ASR) coordinates are NAD 83.

Fri May 6 18:58:27 2005 Eastern time

Search Parameters

Docket No: 04-409
 Lower Channel 200
 Upper Channel 300

Call	Class	Frequency	Channel	Service	Status	City	State	Country	File Number	Docket	FacilityID	E
-	265	B1	FR	100.9	MHz	ADD	LAKESIDE	VA	US	RM-11234	04-409	-
-	273	B	FR	102.5	MHz	ADD	FRUITLAND	MD	US	RM-11234	04-409	-
-	273	B	FR	102.5	MHz	DEL	PRINCESS ANNE	MD	US	RM-11234	04-409	-
-	273	B	FR	102.5	MHz	ADD	FRUITLAND	MD	US	RM-11234	04-409	-
-	298	A	FR	107.5	MHz	ADD	WARSAW	VA	US	RM-11234	04-409	-
-	299	B1	FR	107.7	MHz	ADD	WILLARDS	MD	US	RM-11234	04-409	-
-	299	A	FR	107.7	MHz	ADD	PORT NORRIS	NJ	US	RM-11108	04-409	-

*** 7 Records Retrieved ***

Related Nonbroadcast Facilities: ULS Search

Using a broadcast station's facility ID number, you may search in the WTB's ULS database for nonbroadcast station records that are related to radio and TV broadcast stations, such as microwave facilities. Use the [ULS Radio Services List](#) to determine the nonbroadcast station's service. Not every AM, FM, or TV broadcast station will have related nonbroadcast operations.

Facility ID Number

Output will appear in a new browser window.

[Alternate Form](#)**[Return to FM Query Data Entry screen](#)**

[Quick Links to Audio Division Information](#)[Retrieve](#)

[FCC Home](#) | [Search](#) | [Updates](#) | [E-Filing](#) | [Initiatives](#) | [For Consumers](#) | [Find People](#)

Please send comments via standard mail to the Federal Communications Commission, Consumer and Governmental Affairs Bureau, 445 12th Street, S.W., Washington, D.C., 20554. Questions can also be answered by calling the FCC's National Call Center, toll free, at 1-888-Call FCC (1-888-225-5322).

Federal Communications Commission
445 12th Street SW
Washington, DC 20554
[More FCC Contact Information...](#)

Phone: 1-888-CALL-FCC (1-888-225-5322)
TTY: 1-888-TELL-FCC (1-888-835-5322)
Fax: 1-866-418-0232
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- [Required Browser Plug-ins](#)
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**Audio Division**

(202)-418-2700

FM Query & FM List Results[FCC > MB > Audio Division > FM Query](#)[AM Query](#) [TV Query](#)[FCC site map](#)

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Fri May 6 18:59:09 2005 Eastern time

Search Parameters

Lower Channel	200
Upper Channel	300

[Next Record](#)**VA LAKESIDE****USA**

Petitioner: CXR HOLDINGS, INC

Service Designation: **FR** Petition for Rulemaking to Add/Change an AllotmentChannel/Class: 265B1 Frequency: 100.9 MHz **Application**File No.: RM-11234 Facility ID number: 0 Docket No. 04-409

CDBS Application ID No.: 1058728

37° 36' 48.00" N Latitude

77° 21' 46.00" W Longitude (NAD 27)

Site: [Region Map](#) [Area Map](#) [Local Map](#)[First Record](#)

*** 1 Records Retrieved ***

Related Nonbroadcast Facilities: ULS Search

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[Alternate Form](#)**Return to FM Query Data Entry screen**[Quick Links to Audio Division Information](#)

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TTY: 1-888-TELL-FCC (1-888-835-5322)
Fax: 1-866-418-0232
E-mail: fccinfo@fcc.gov

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- [Required Browser Plug-ins](#)
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- [Freedom of Information Act](#)

EXHIBIT C

Federal Communications Commission
Washington, D.C. 20554Approved by OMB
3060-0027 (September 2004)

FOR FCC USE ONLY

FCC 301

**APPLICATION FOR CONSTRUCTION PERMIT FOR
COMMERCIAL BROADCAST STATION**FOR COMMISSION USE ONLY
FILE NO.
BPH - 20050428ABL

Read INSTRUCTIONS Before Filling Out Form

Section I - General Information

1. Legal Name of the Applicant MAINQUAD COMMUNICATIONS, INC.		
Mailing Address 10228 GOVERNORS DRIVE		
City CHAPEL HILL	State or Country (if foreign address) NC	ZIP Code 27517 -
Telephone Number (include area code) 9195443882	E-Mail Address (if available)	
FCC Registration Number: 0004280814	Call Sign WARV-FM	Facility ID Number 21826
2. Contact Representative (if other than Applicant) JOHN PELKEY		Firm or Company Name GARVEY SCHUBERT BARER
Telephone Number (include area code) 2022982528		E-Mail Address (if available) JPELKEY@GSBLAW.COM
3. If this application has been submitted without a fee, indicate reason for fee exemption (see 47 C.F.R. Section 1.1114): <input type="radio"/> Governmental Entity <input type="radio"/> Other		
4. Application Purpose		
<input type="radio"/> New station <input type="radio"/> Major Change in licensed facility <input checked="" type="radio"/> Minor Change in licensed facility <input type="radio"/> Major Modification of construction permit <input type="radio"/> Minor Modification of construction permit <input type="radio"/> Major Amendment to pending application <input type="radio"/> Minor Amendment to pending application 		
(a) File number of original construction permit: - <input type="checkbox"/> NA		
(b) Service Type: <input type="radio"/> AM <input checked="" type="radio"/> FM <input type="radio"/> TV <input type="radio"/> DTV		
(c) Community of License: City: PETERSBURG		
(d) Facility Type State: VA <input checked="" type="radio"/> Main <input type="radio"/> Auxiliary		
If an amendment, submit as an Exhibit a listing by Section and Question Number the portions of the pending application that are being revised. [Exhibit 1]		

NOTE: In addition to the information called for in this section, an explanatory exhibit providing full particulars must be submitted for each question for which a "No" response is provided.

Section II - Legal

1. Certification. Applicant certifies that it has answered each question in this application based on its review of the application instructions and worksheets. Applicant further certifies that where it has made an affirmative	<input checked="" type="radio"/> Yes <input type="radio"/> No
---	---

certification below, this certification constitutes its representation that the application satisfies each of the pertinent standards and criteria set forth in the application instructions and worksheets.

2. **Parties to the Application.**

a. List the applicant, and, if other than a natural person, its officers, directors, stockholders with attributable interests, non-insulated partners and/or members. If a corporation or partnership holds an attributable interest in the applicant, list separately its officers, directors, stockholders with attributable interests, non-insulated partners and/or members. Create a separate row for each individual or entity. Attach additional pages if necessary.

(1) Name and address of the applicant and each party to the application holding an attributable interest (if other than individual also show name, address and citizenship of natural person authorized to vote the stock or holding the attributable interest). List the applicant first, officers next, then directors and, thereafter, remaining stockholders and other entities with attributable interests, and partners.

(2) Citizenship.

(3) Positional Interest: Officer, director, general partner, limited partner, LLC member, investor/creditor attributable under the Commission's **equity/debt plus** standard, etc.

(4) Percentage of votes.

(5) Percentage of total assets (equity plus debt).

[Enter Parties/Owners Information]

b. Applicant certifies that equity and financial interests not set forth above are non-attributable.

☒ Yes ☐ No

☐ N/A

See Explanation in
[Exhibit 2]

3. **Other Authorizations.** List call signs, locations, and facility identifiers of all other broadcast stations in which applicant or any party to the application has an attributable interest.

☐ N/A

[Exhibit 3]

4. **Multiple Ownership.**

a. Is the applicant or any party to the application the holder of an attributable radio joint sales agreement or an attributable radio or television time brokerage agreement in the same market as the station subject to this application?

☒ Yes ☐ No

[Exhibit 4]

If "YES," radio applicants must submit as an Exhibit a copy of each such agreement for radio stations.

b. Applicant certifies that the proposed facility complies with the Commission's multiple ownership rules and cross-ownership rules.

☒ Yes ☐ No

Radio applicants only: If "Yes," submit an Exhibit providing information regarding the market, broadcast station(s), and other information necessary to demonstrate compliance with 47 C.F.R. § 73.3555(a).

[Exhibit 5]

All Applicants: If "No," submit as an Exhibit a detailed explanation in support of an exemption from, or waiver of, 47 C.F.R. § 73.3555.

c. Applicant certifies that the proposed facility:

1. does not present an issue under the Commission's policies relating to media interests of immediate family members;
2. complies with the Commission's policies relating to future ownership interests; and
3. complies with the Commission's restrictions relating to the insulation and non-participation of non-party investors and creditors.

☒ Yes ☐ No

See Explanation in
[Exhibit 6]

5. **Character Issues.** Applicant certifies that neither applicant nor any party to the application has or has had any interest in or connection with:

☐ Yes ☐ No

a. any broadcast application in any proceeding where character issues were left unresolved or were resolved adversely against the applicant or party to the application; or

See Explanation in
[Exhibit 7]

b. any pending broadcast application in which character issues have been raised.

6. **Adverse Findings.** Applicant certifies that, with respect to the applicant and any party to the application, no adverse finding has been made, nor has an adverse final action been taken by any court or administrative body in a civil or criminal proceeding brought under the provisions of any law related to any of the following: any felony; mass media-related antitrust or unfair competition; fraudulent statements to another government unit;

☐ Yes ☐ No

See Explanation in

	or discrimination.	[Exhibit 8]
7.	Alien Ownership and Control. Applicant certifies that it complies with the provisions of Section 310 of the Communications Act of 1934, as amended, relating to interests of aliens and foreign governments.	<input type="radio"/> Yes <input type="radio"/> No See Explanation in [Exhibit 9]
8.	Program Service Certification. Applicant certifies that it is cognizant of and will comply with its obligations as a commission licensee to present a program service responsive to the issues of public concern facing the station's community of license and service area.	<input type="radio"/> Yes <input type="radio"/> No
9.	Local Public Notice. Applicant certifies that it has or will comply with the public notice requirements of 47 C.F.R. Section 73.3580.	<input type="radio"/> Yes <input type="radio"/> No
10.	Auction Authorization. If the application is being submitted to obtain a construction permit for which the applicant was the winning bidder in an auction, then the applicant certifies, pursuant to 47 C.F.R. Section 73.5005(a), that it has attached an exhibit containing the information required by 47 C.F.R. Sections 1.2107 (d), 1.2110(i), 1.2112(a) and 1.2112(b), if applicable. An exhibit is required unless this question is inapplicable.	<input type="radio"/> Yes <input type="radio"/> No <input type="radio"/> N/A [Exhibit 10]
11.	Anti-Drug Abuse Act Certification. Applicant certifies that neither applicant nor any party to the application is subject to denial of federal benefits pursuant to Section 5301 of the Anti-Drug Abuse Act of 1988, 21 U.S.C. Section 862.	<input checked="" type="radio"/> Yes <input type="radio"/> No
12.	Equal Employment Opportunity (EEO). If the applicant proposes to employ five or more full-time employees, applicant certifies that it is filing simultaneously with this application a Model EEO Program Report on FCC Form 396-A.	<input type="radio"/> Yes <input type="radio"/> No <input type="radio"/> N/A

I certify that the statements in this application are true, complete, and correct to the best of my knowledge and belief, and are made in good faith. I acknowledge that all certifications and attached Exhibits are considered material representations. I hereby waive any claim to the use of any particular frequency as against the regulatory power of the United States because of the previous use of the same, whether by license or otherwise, and request an authorization in accordance with this application. (See Section 304 of the Communications Act of 1934, as amended.)

Typed or Printed Name of Person Signing DANIEL BERMAN	Typed or Printed Title of Person Signing PRESIDENT
Signature	Date 04/28/2005

WILLFUL FALSE STATEMENTS ON THIS FORM ARE PUNISHABLE BY FINE AND/OR IMPRISONMENT (U.S. CODE, TITLE 18, SECTION 1001), AND/OR REVOCATION OF ANY STATION LICENSE OR CONSTRUCTION PERMIT (U.S. CODE, TITLE 47, SECTION 312(a)(1)), AND/OR FORFEITURE (U.S. CODE, TITLE 47, SECTION 503).

Section III-B - FM Engineering	
TECHNICAL SPECIFICATIONS	
Ensure that the specifications below are accurate. Contradicting data found elsewhere in this application will be disregarded. All items must be completed. The response "on file" is not acceptable.	
TECH BOX	
1.	Channel Number: 262
2.	Class (select one): <input checked="" type="radio"/> A <input type="radio"/> B1 <input type="radio"/> B <input type="radio"/> C3 <input type="radio"/> C2 <input type="radio"/> C1 <input type="radio"/> C0 <input type="radio"/> C <input type="radio"/> D
3.	Antenna Location Coordinates: (NAD 27) Latitude: Degrees 37 Minutes 10 Seconds 55 <input checked="" type="radio"/> North <input type="radio"/> South Longitude: Degrees 77 Minutes 24 Seconds 1 <input checked="" type="radio"/> West <input type="radio"/> East
4.	One Step Proposal Allotment Coordinates: (NAD 27) <input checked="" type="checkbox"/> Not Applicable

Latitude: Degrees Minutes Seconds <input type="radio"/> North <input type="radio"/> South											
Longitude: Degrees Minutes Seconds <input type="radio"/> West <input type="radio"/> East											
5. Antenna Structure Registration Number: <input type="checkbox"/> Not Applicable <input checked="" type="checkbox"/> Notification filed with FAA											
6. Overall Tower Height Above Ground Level:								112.7meters			
7. Height of Radiation Center Above Mean Sea Level:								149.8 meters(H)		149.8 meters(V)	
8. Height of Radiation Center Above Ground Level:								98meters(H)		98meters(V)	
9. Height of Radiation Center Above Average Terrain:								116meters(H)		116meters(V)	
10. Effective Radiated Power:								4.5 kW(H)		4.5 kW(V)	
11. Maximum Effective Radiated Power: <input checked="" type="checkbox"/> Not Applicable (Beam-Tilt Antenna ONLY)								kW(H)		kW(V)	
12. Directional Antenna Relative Field Values: <input checked="" type="checkbox"/> Not applicable (Nondirectional) Rotation (Degrees): <input type="checkbox"/> No Rotation											
Degrees	Value	Degrees	Value	Degrees	Value	Degrees	Value	Degrees	Value	Degrees	Value
0		10		20		30		40		50	
60		70		80		90		100		110	
120		130		140		150		160		170	
180		190		200		210		220		230	
240		250		260		270		280		290	
300		310		320		330		340		350	
Additional Azimuths											

Relative Field Polar Plot

NOTE: In addition to the information called for in this section, an explanatory exhibit providing full particulars must be submitted for each question for which a "No" response is provided.

CERTIFICATION

AUXILIARY ANTENNA APPLICANTS ARE NOT REQUIRED TO RESPOND TO ITEMS 13-16. PROCEED TO ITEM 17.

13.	Allotment. The proposed facility complies with the allotment requirements of 47 C.F.R. Section 73.203.	<input checked="" type="radio"/> Yes <input type="radio"/> No See Explanation in [Exhibit 22]
14.	Community Coverage. The proposed facility complies with 47 C.F.R. Section 73.315.	<input checked="" type="radio"/> Yes <input type="radio"/> No See Explanation in [Exhibit 23]
15.	Main Studio Location. The proposed main studio location complies with 47 C.F.R. Section 73.1125.	<input checked="" type="radio"/> Yes <input type="radio"/> No See Explanation in [Exhibit 24]
16.	Interference. The proposed facility complies with all of the following applicable rule sections: Check all those that apply:	<input checked="" type="radio"/> Yes <input type="radio"/> No See Explanation in

[Exhibit 25]

Separation Requirements.☐ a) 47 C.F.R. Section 73.207**Grandfathered Short-Spaced.**☐ b) 47 C.F.R. Section 73.213(a) with respect to station(s): [Exhibit 26]**Exhibit required**☐ c) 47 C.F.R. Section 73.213(b) with respect to station(s): [Exhibit 27]**Exhibit required**☐ d) 47 C.F.R. Section 73.213(c) with respect to station(s): [Exhibit 28]**Exhibit required.****Contour Protection**☒ e) 47 C.F.R. Section 73.215 with respect to station(s): [Exhibit 29]**Exhibit required.**

17. **Environmental Protection Act.** The proposed facility is excluded from environmental processing under 47. C.F.R. Section 1.1306 (i.e., The facility will not have a significant environmental impact and complies with the maximum permissible radiofrequency electromagnetic exposure limits for controlled and uncontrolled environments). Unless the applicant can determine compliance through the use of the RF worksheets in Appendix A, an **Exhibit is required.**

☒ Yes ☐ NoSee Explanation in
[Exhibit 30]

By checking "Yes" above, the applicant also certifies that it, in coordination with other users of the site, will reduce power or cease operation as necessary to protect persons having access to the site, tower or antenna from radiofrequency electromagnetic exposure in excess of FCC guidelines.

PREPARERS CERTIFICATION ON PAGE 3 MUST BE COMPLETED AND SIGNED.**SECTION III - PREPARER'S CERTIFICATION**

I certify that I have prepared Section III (Engineering Data) on behalf of the applicant, and that after such preparation, I have examined and found it to be accurate and true to the best of my knowledge and belief.

Name FRANK WHITE		Relationship to Applicant (e.g., Consulting Engineer) CONSULTANT	
Signature		Date 04/26/2005	
Mailing Address 541 OLD GASTON ROAD			
City GASTON		State or Country (if foreign address) NC	Zip Code 27832 -
Telephone Number (include area code) 2525352599		E-Mail Address (if available) FWTECHNOLOGY@YAHOO.COM	

WILLFUL FALSE STATEMENTS ON THIS FORM ARE PUNISHABLE BY FINE AND/OR IMPRISONMENT (U.S. CODE, TITLE 18, SECTION 1001), AND/OR REVOCATION OF ANY STATION LICENSE OR CONSTRUCTION PERMIT (U.S. CODE, TITLE 47, SECTION 312(a)(1)), AND/OR FORFEITURE (U.S. CODE, TITLE 47, SECTION 503).

Exhibits**Exhibit 1**

Description: WAIVER REQUEST

AS IS EXPLAINED IN THE WAIVER REQUEST ATTACHED HERETO AS EXHIBIT 1, THE INSTANT APPLICATION SEEKS TO CORRECT THE COORDINATES LISTED IN THE WARV-FM LICENSE. THOSE COORDINATES HAVE BEEN INCORRECT EVER SINCE THE STATION COMMENCED OPERATIONS MORE THAN 12 YEARS AGO. THROUGH THIS WAIVER REQUEST, MAINQUAD COMMUNICATIONS, INC., WHICH IS THE CURRENT LICENSEE OF THE STATION, SEEKS TO CORRECT THOSE COORDINATES WHILE, AT THE SAME TIME, CONTINUING TO SERVE THE SAME LISTENING PUBLIC THAT THE STATION HAS BEEN SERVING FOR THE LAST 12 YEARS.

Attachment 1

Description
WAIVER REQUEST

Exhibit 4**Description: JOINT SALES AGREEMENT**

THE JOINT SALES AGREEMENT IS ATTACHED HERETO.

Attachment 4

Description
Joint Sales Agreement

Exhibit 5**Description: COMPLIANCE WITH SECTION 73.3555**

SEE EXHIBIT 5, ATTACHED HERETO.

Attachment 5

Description
Multiple Ownership Compliance

Exhibit 25**Description: INTERFERENCE**

SEE EXHIBIT 1.

Attachment 25**Exhibit 29****Description: ENGINEERING EXHIBIT**

SEE ATTACHED ENGINEERING EXHIBIT - EXHIBIT 29.

Attachment 29

Description
ENGINEERING EXHIBIT

*Application of MainQuad Communications, Inc.
Minor Modification of Construction Permit
WARV-FM, Petersburg, VA
April 2005*

Exhibit 1

Waiver Request

During a recent inspection of WARV-FM, Petersburg, Virginia, a consulting engineer concluded that the coordinates for the tower on which the station is located are off by some 28 seconds. WARV-FM has been located on this tower, which is owned by Metrocall, for more than twelve years and MainQuad Communications, Inc. ("MainQuad"), which is the present licensee, is at least the fourth owner of the station since the station went on the air from the Metrocall tower. A review of CDBS indicates that the Metrocall tower is the only tower from which the station has ever operated. Although the original construction permit specified a site located at 37°-8'-57" NL; 77°-24'-54" WL, that construction permit was modified in 1992 such that, when the station was licensed in 1992, the coordinates specified in the license were 37°-10'-27" NL; 77°-24'-01" WL. See BLH-19921119KC. At that time, the station was operating as a 3 kW equivalent Class A (2.3 kW at 113 meters HAAT). The following year (i.e., 1993), the Commission authorized the station to go up to the equivalent of 6 kW (4.7 kW at 113 meters HAAT) as the result of an agreement between the then-licensee of WARV-FM and Bible Broadcasting Network, Inc., licensee of first-adjacent WYFJ(FM), Ashland, Virginia. See BMPH-930310IC and the Agreement of February 1, 1993, by and between Bible Broadcasting Network, Inc., and Sandra M. Adair Vaughan, appended to Application File No. BMPH-930310IC (a copy of that agreement as retrieved from the Commission's files is attached hereto). Under that agreement, both WARV-FM and WYFJ(FM) were permitted to seek approval to increase power up to 6 kW equivalency. The agreement also provided that the stations could relocate up to two miles closer to one another in the future. Agreement at p. 2. MainQuad became the licensee of WARV-FM in February 2003, i.e., some ten years after the station had commenced operation from the Metrocall tower. In the approximately two years that MainQuad has operated WARV-FM, it has not had occasion to question the accuracy of the coordinates listed in the WARV-FM license. In fact, those coordinates had been used by Metrocall ever since the tower was constructed in 1986 and, as of the submission of this application, the tower registration for the tower (ASR #1201661) shows NAD 83 coordinates of 37°-10'-27.5" NL; 77°-23'-59.9, which convert into NAD 27 coordinates of 37°-10'-27" NL; 77°-24'-01" WL, which are the coordinates listed on the WARV-FM license.

As noted above, however, a consulting engineer using a GPS receiver has concluded that the coordinates listed on the WARV-FM license are off by 28 seconds of latitude. MainQuad brought this conclusion to Metrocall's attention and Metrocall's consultant, after reviewing maps of the area, concurred in the consulting engineer's conclusion. As a result, Metrocall has now filed a Form 7460-1 as the first step in correcting the tower registration. Through the instant application, MainQuad seeks to correct the WARV-FM license to specify the correct coordinates

for the tower. Because the ground level at the correct coordinates is also higher than the ground level at the location listed in the WARV-FM license, MainQuad is also specifying slightly reduced power. Although WARV-FM is a Docket No. 84-231 drop-in the allocation coordinates for which became short-spaced with the adoption of the increased spacing requirements in the *Second Report and Order* in MM Docket 88-375, 4 FCC Rcd 6375 (1989), the use of the correct coordinates results in the spacing between WARV-FM and WYFJ(FM) being reduced to 63.18 kilometers, which is less than the spacing prescribed in 73.213.

MainQuad respectfully requests that Section 73.213 of the Commission's rules be waived and the instant application granted so as to permit WARV-FM to continue to operate with facilities that are substantially equivalent to the facilities with which the station has been operating for the past 12 years. Although the correct coordinates specify a site that is theoretically .85 kilometers closer to WYFJ(FM), the change is a paper change only. WARV-FM is not moving. All that is happening is that its coordinates are being corrected. In addition, in order to ensure compliance with the 6 kW equivalency, MainQuad is proposing to decrease power from 4.7 kW to 4.5 kW. As a result, there would actually be a slight decrease in signal strength in the direction of WYFJ(FM), thus ensuring that WYFJ(FM), which had agreed in the February 1993 agreement that WARV-FM could move its facilities up to 2 kilometers closer to WYFJ(FM), would receive no interference. Significantly, the licensee of WYFJ(FM) at the time of the 1993 Agreement was Bible Broadcasting, which continues to be the WYFJ(FM) licensee. Grant of the present application would also ensure that the listening public, which has grown accustomed to being able to receive the WARV-FM signal throughout the area that would be deprived of service if the instant application is not granted, would be able to continue to receive service.

The Commission has previously held that it would grant waivers of short spacing deficiencies that come about as the result of correction of site data if the difference in coordinates is *de minimis* and the application raises no environmental, international or other issues.¹ In this case, the short-spacing is approximately eight-tenths of a kilometer, which is significantly less than the 1.6 kilometer ceiling that the Commission has used in the past for purposes of determining when a short spacing is *de minimis*.² The facilities in use by WARV-FM raise no environmental issues and the facilities are well outside of either the Canadian or Mexican border zones. Given the fact that grant of the waiver would thus be consistent with Commission policy and that permitting MainQuad to continue to operate from the present WARV-FM site would ensure the continuation of the service that the public has come to expect, MainQuad respectfully requests that the present application be granted.

¹ Leonard S. Joyce, Esq., 13 CR 941, 942 (M. Med. Bur., 1998).

² R & L Broadcasters, 71 RR2d 674 (1992).

AGREEMENT

This Agreement made this 1ST day of FEBRUARY, 1993, by and between BIBLE BROADCASTING NETWORK, INC. a Virginia corporation ("BBN") and SANDRA M. ADAIR VAUGHAN ("Vaughan").

WITNESSETH:

WHEREAS, BBN is licensee of WYFJ(FM), Ashland, Virginia, operating on the frequency 100.1 MHz, with 3 kilowatts effective radiated power ("ERP") (herein referred to as "Station A");

WHEREAS, Vaughan is permittee of FM radio station WSVV, authorized to serve Petersburg, Virginia (FCC File No. BMPH-9209011A) on the frequency 100.3 MHz, with 3 kilowatts ERP (herein referred to as "Station B");

WHEREAS, the Federal Communications Commission ("FCC") pursuant to the provisions of Section 73.213(c)(2) of FCC Rules permits stations such as Station A and Station B to operate with 6 kilowatts ERP with antenna height above average terrain of 328 feet or equivalent (herein "Maximum Class A Facilities"); and

WHEREAS, both Station A and Station B desire to increase their power to Maximum Class A Facilities or equivalent as provided herein.

NOW, THEREFORE, in consideration of the mutual promises and covenants herein and for other good and valuable consideration, and intending legally to be bound, BBN and Vaughan agree as follows:

1. Waiver of Section 73.207. BBN and Vaughan hereby consent to waive the requirements of Title 47 C.F.R. Section 73.207 with respect to the minimum distance separation between ✓

Station A and Station B. BBN and Vaughan further mutually consent to the grant of applications for either station to increase to Maximum Class A Facilities or equivalent on this basis either at their respective presently authorized sites or at other sites which the FCC shall approve providing that the distance between such other site proposed by Station A or B and the other party's authorized site is not shorter by more than two (2) miles than the distance between the authorized sites of Stations A and B as they exist on the date hereof. It is the intention of the parties to accept any mutual interference from Stations A and B as may be caused by operation of either or both of Stations A and B operating in the manner contemplated by this Agreement. Either Station A or B may increase to Maximum Class A Facilities or equivalent as soon as possible without waiting until the other station's application is granted or grantable or whether the other station is ready to increase power. The parties specifically authorize each other to file copies of this Agreement and the attached consent with any application filed with the FCC.

2. Consent Forms. Attached hereto as Attachments A and B are consent forms which shall be executed by BBN and Vaughan upon execution of this Agreement. BBN and Vaughan shall promptly prepare and file with the FCC applications, complete in all material respects, to increase Station A and Station B to Maximum Class A Facilities at their present or other proposed sites and shall diligently prosecute said applications. Each party agrees

to cooperate with the FCC and each other, and to promptly file all amendments and promptly respond to any inquiries of the FCC relative to a grant of the applications. BBN and Vaughan agree to prepare an engineering study for filing with the FCC which shall depict the interference which may be caused by operation of Station A and Station B at Maximum Class A Facilities or the equivalent. Nothing herein shall be construed as preventing or prohibiting either party from changing its transmitting site location at any time in the future and retaining Maximum Class A Facilities or the equivalent, subject to the other terms of this Agreement.

3. Representation. Each party represents that its above-referenced application is grantable by the Commission subject to the execution of this Agreement and that no other agreement or consent of any other permittee, licensee or other party is necessary to obtaining FCC grant of its application or, if necessary, such agreement or consent has been obtained and is attached hereto.

4. Assignment. This Agreement must be assigned by the parties to any future licensees of Stations A and B.

5. Notices. All necessary notices, demands and requests shall be deemed duly given, if mailed by registered mail, postage prepaid, and addressed to the following:

If to the Station A:

Mr. Lowell L. Davey
President
Bible Broadcasting Network, Inc.
P.O. Box 1818
Chesapeake, Virginia 23320-1818

cc: Gary S. Smithwick
Smithwick & Belendiuk, P.C.
1990 M Street, N.W.
Suite 510
Washington, D.C. 20036
(202) 785-2800

and

If to the Station B:

Sandra M. Adair Vaughan, Esquire
Radio Station WSVV(FM)
3267 South Crater Road
Petersburg, Virginia 23805

cc: James M. Weitzman
Kaye, Scholer, Fierman, Hays & Handler
901 15th Street, N.W., Suite 1100
Washington, DC 20005
(202) 682-3536

6. Miscellaneous.

(a) This Agreement contains the entire agreement of the parties with respect to the transactions contemplated and supersedes all prior negotiations between the parties concerning the subject matter contained herein. No change, modification or waiver of any provision hereof will be valid unless in writing and signed by the party to be bound;

(b) No delay or failure on the part of either party in exercising any rights hereunder, and no partial or single exercise thereof, will constitute a waiver of such rights or of any other rights hereunder;

(c) This Agreement will be binding upon, inure to the benefit of and be enforceable by the parties hereto and their respective heirs, executors, administrators, successors and assigns;

(d) Nothing in this Agreement will be construed as giving any person, firm, corporation or other entity, other than the parties hereto, their respective heirs, executors, administrators, successors and assigns any right, remedy or claim under or in respect of this Agreement or any provision hereof;

(e) This Agreement shall be construed and interpreted in accordance with the laws of the State of Virginia; and

(f) This Agreement may be executed in counterpart, each of which shall be deemed an original.

STATION A:

BIBLE BROADCASTING NETWORK, INC.

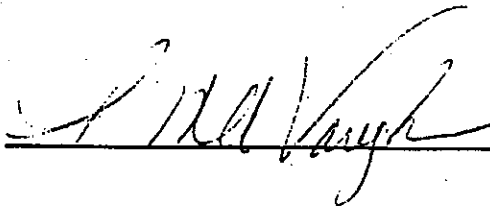
ATTEST: (SEAL) _____

(Affix Corporate Seal)

Lowell L. Davey
President

STATION B:

SANDRA M. ADAIR VAUGHAN



(SEAL)

(d) Nothing in this Agreement will be construed as giving any person, firm, corporation or other entity, other than the parties hereto, their respective heirs, executors, administrators, successors and assigns any right, remedy or claim under or in respect of this Agreement or any provision hereof;

(e) This Agreement shall be construed and interpreted in accordance with the laws of the State of Virginia; and

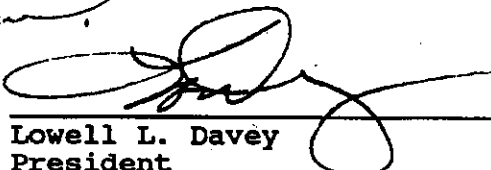
(f) This Agreement may be executed in counterpart, each of which shall be deemed an original.

STATION A:

BIBLE BROADCASTING NETWORK, INC.

ATTEST: ~~(SEAL)~~

(Affix Corporate Seal)



Lowell L. Davey
President

STATION B:

SANDRA M. ADAIR VAUGHAN

(SEAL)

COUNTY OF Mecklenburg)

STATE OF ~~VIRGINIA~~ NC)

ss:

I, R. Leah Huffman, a Notary Public in and for said County and State, do hereby certify that on the 9th day of FEBRUARY, 1903, before me personally came Frank McDowell, with whom I am personally acquainted, who, being by me duly sworn, says that Lowell L. Davey is the President and that Joseph J. Mast is the Secretary of Bible Broadcasting Network, Inc., the corporation described in and which executed the foregoing instrument; that he knows the common seal of said corporation; that the name of the corporation was subscribed thereto by said Lowell L. Davey, President, and that said President and Secretary subscribed their names thereto, and said common seal was affixed, all by order of the Board of Directors of said corporation; and that said instrument is the act and deed of said corporation.

WITNESS my hand and notarial seal, this 9th day of Feb, 1903.

R. Leah Huffman
Notary Public

My Commission expires:

My Commission Expires February 13, 1905

ATTACHMENT B
CONSENT

Sandra M. Adair Vaughan ("Vaughan"), permittee of adjacent channel Station WSVV-FM, Petersburg, Virginia, hereby grants her consent to Bible Broadcasting Network, Inc. ("BBN") pursuant to Section 73.213(c)(2) of the FCC's Rules to a grant of BBN's application for construction permit to increase power of WYFJ, Ashland, Virginia, to Maximum Class A Facilities as defined in Section 73.211 of the Rules and subject to the terms of that certain Agreement dated FEBRUARY 1, 1993, a copy of which is annexed hereto and considered a part hereof, even though the reference distance separation between WYFJ and WSVV-FM does not comply with Commission Rules. Vaughan agrees to accept any mutual interference which may arise from operation of WYFJ and WSVV-FM at Maximum Class A Facilities or from the operation of WYFJ at Maximum Class A Facilities and WSVV-FM at its current facilities. Vaughan represents that she will not now or at any future time object in any manner to BBN's operation of WYFJ as contemplated by the annexed Agreement.

Executed this 5th day of FEBRUARY, 1993.

SANDRA M. ADAIR VAUGHAN



JOINT SALES AGREEMENT

This JOINT SALES AGREEMENT (the "Agreement") dated as of June ____, 2000, is made and entered into by and between MainQuad Richmond, Inc., a Virginia corporation ("MainQuad"), and Richmond Broadcasting, Inc., a Virginia corporation ("Permittee") (MainQuad and Permittee sometimes referred to individually as a "Party" and, collectively, as the "Parties").

W I T N E S S E T H:

WHEREAS, Permittee is the owner and permittee of an FM radio station allocated to Ettrick, Virginia (the "Station") under a construction permit issued by the Federal Communications Commission ("FCC") under File No. BPH-19950512ME; and

WHEREAS, MainQuad wishes to provide to Permittee sales, marketing, and certain other services to be used in conjunction with the Station, and to receive the sole and exclusive right to sell advertising time, including local, regional, and national advertising time, on the Station.

NOW, THEREFORE, in consideration of the mutual covenants contained herein, the Parties agree as follows:

Section 1. Purchase and Sale of Advertising Time. Commencing at 12:01 a.m. on the date that the Station commences Program Tests pursuant to Section 73.1620 of the FCC's rules (the "Effective Date"), subject to the terms and conditions set forth in this Agreement, (a) Permittee agrees to sell to MainQuad, and MainQuad agrees to purchase, all advertising time to be broadcast on the Station, and (b) Permittee agrees to broadcast all advertising and promotional spots which are presented to it by MainQuad (collectively, the "Spots"). MainQuad will deliver the Spots to Permittee's studio or transmitter site by means reasonably acceptable to Permittee, which acceptable means shall include, but not be limited to, prerecorded tapes or cartridges, or in the case of "live" spots or promotional references, written advertising copy and directions, along with daily logs. Permittee agrees to cooperate in producing Spots if and to the extent requested by MainQuad, subject to availability of talent and studios.

Section 2. Exclusivity. No commercial messages or "plugs", other than Spots and promotional references designated or approved by MainQuad hereunder, shall be made in programming presented over the Station provided by Permittee to or for the benefit of any business venture or profit-making activity. Non-commercial announcements (which shall only be for bona fide charities, church activities, or other nationally recognized public service organizations) may be broadcast by Permittee, provided that in no event shall such non-commercial messages exceed the amount or frequency of such messages broadcast by stations of similar size and located in similarly-sized markets, without the same having been approved in advance by MainQuad.

Section 3. Compensation and Payments.

(a) The consideration to be paid pursuant to this Agreement shall be as set forth in Exhibit A, hereto.

(b) MainQuad shall be responsible for the billing and collection for MainQuad's account of all Accounts Receivable attributable to the Spots. Except as is otherwise set forth in Exhibit A, during this Agreement, MainQuad shall be entitled to all advertising and other revenues of the business of the Station generated after the Effective Date.

Section 4. Term. The term of this Agreement shall commence on the Effective Date and shall terminate on the date that is eight (8) years after the Effective Date, but shall be automatically renewed for successive eight (8) year terms, unless both Parties agree to cancel the Agreement.

Section 5. Approval of Spots. At all times during the term Permittee shall retain control, said control to be reasonably exercised, over the decision to accept or reject any Spots, provided that MainQuad shall have the right to terminate this Agreement if more than five percent (5%) of the Spots submitted in any month are rejected and shall be entitled to a prorata reduction in the compensation paid to Permittee for all Spots that are not broadcast over the Station for any reason other than MainQuad's failure to deliver the Spots to the Station. Permittee reserves the right to refuse to broadcast any Spot containing matter which is, in the reasonable opinion of Permittee or which a third party claims to be, violative of any rights of its or theirs, or which may constitute a personal attack as the term is and has been defined by the FCC.

Section 6. Handling of Mail and Public File. To the extent either Party hereto receives or handles mail, cables, telegraphs, telecopies, or telephone calls in connection with any programs or Spots broadcast on the Station, each Party shall promptly advise the other of any public or FCC complaint or inquiry concerning such programming or Spots and shall give the other Party copies of any letters from the public or the FCC, including complaints, concerning such programming or Spots.

Section 7. Responsibilities of Permittee. During the term of this Agreement, Permittee shall:

(a) maintain all broadcast equipment and other equipment necessary for the production of Station's programming in good operating condition and repair and in compliance with the Communications Act of 1934, as amended (the "Act"), all other applicable rules, regulations and technical standards of the FCC, and the terms of the Station's construction permit and, when issued, license. All capital expenditures reasonably required to maintain the technical quality of the broadcast equipment and its compliance with applicable laws and regulations shall be made at the sole expense of Permittee in a timely fashion;

(b) employ and be responsible for the salaries, taxes, insurance and related costs for all personnel used in the production of its programming and for the expenses incurred in operating the Station, subject to Permittee's right to reimbursement pursuant to Exhibit A, hereto;

(c) use commercially reasonable efforts to provide programming that maximizes the Station's revenue share.

Section 8. Responsibilities of MainQuad. During the term of this Agreement, MainQuad shall:

(a) provide Permittee, for inclusion in the Station's public file, information required with respect to the broadcast of political advertisements, in accordance with the provisions of Sections 73.1940 and 73.3526 of the FCC's rules, and consult with Permittee concerning, and adhere strictly to, applicable statutes, rules, regulations and policies of the FCC, as announced from time to time, with respect to the carriage of political advertisements and the charges permitted therefor;

(b) not hold itself out as the owner of Station, and shall enter into all contracts in its own name, but may bind itself to run Spots on the Station, and use any Station logo in connection with its sales and promotional materials and efforts; and

(c) employ and be responsible for the salaries, taxes, insurance and related costs and expenses for all personnel used in the sales of the Spots and shall be responsible for the payment of all other operating expenses involved in selling and producing the Spots and otherwise in meeting its obligations under this Agreement.

Section 9. Special Events. Permittee has the right, in its sole discretion and without liability, to preempt any Spots in order to broadcast events of special importance. In all such cases Permittee will use its best efforts to give MainQuad reasonable notice of its intention to preempt any Spot and, in the event of such preemption, MainQuad shall receive a payment credit in an amount to be negotiated in good faith by MainQuad and Permittee for the MainQuad Spots that were preempted.

Section 10. Control of Station. Notwithstanding anything to the contrary in this Agreement, Permittee shall have full authority, control and power over the operation of the Station during the term of this Agreement. The General Manager shall report solely to, and be accountable solely to, Permittee and shall direct the day-to-day operations of the Station. Permittee shall retain control over the policies, programming and operations of Station, including, without limitation, the right to decide whether to accept or reject any Spots, the right to preempt any Spots in order to broadcast a matter deemed by Permittee to be of greater national, regional, or local interest, and the right to take any other actions necessary for compliance with the laws of the United States, the State of Virginia, the rules, regulations and policies of the FCC, and the rules, regulations and policies of other federal governmental authorities. Permittee shall at all times be solely responsible for meeting all of the FCC's requirements with respect to public service programming, main studio, political rates, public inspection files, and the Station logs, and for the preparation of programs/issues lists and programming specifically intended to meet ascertained interests and needs of the community of license and coverage area. Whenever on the premises of the Station, all MainQuad personnel shall be subject to the supervision and the direction of Permittee. MainQuad, shall, upon request

by Permittee, provide Permittee with information to enable Permittee to prepare records, reports and logs required by the FCC or other local, state or federal governmental agencies.

Section 11. Compliance with Law. MainQuad and Permittee shall, throughout the term of this Agreement, comply with the Act, the rules, regulations and policies of the FCC, and all laws and regulations applicable to the conduct of their business, including, without limitation, the rules and policies of the FCC with respect to equal employment opportunities for minority group members and women.

Section 12. Indemnification; Warranty. Each Party (as the case may be, the "Indemnitor") shall indemnify and hold harmless the other Party (as the case may be, the "Indemnatee"), its directors, officers, employees, agents and affiliates, from and against any and all liability, including without limitation all consequential damages and attorneys fees, arising out of or incident to the programming or Spots furnished by the Indemnitor, any breach of this Agreement by the Indemnitor or the conduct of the Indemnitor, its directors, officers, employees, contractors, agents or affiliates. Without limiting the generality of the foregoing, Indemnitor shall indemnify and hold and save the Indemnatee, its directors, officers, employees, agents and affiliates, harmless against liability for libel, slander, infringement of trademarks, trade names, or program titles, violation of rights of privacy, and infringement of copyrights and proprietary rights resulting from the programming or Spots furnished by the Indemnitor. Each Party will maintain customary amounts of libel and slander insurance, name the other Party hereto as an additional insured, and provide evidence of such insurance to such Party. Each Party's obligation to hold the other harmless against the liabilities specified above shall survive any termination of this Agreement.

Section 13. Cure Period. Any breach of this Agreement shall not be deemed to have occurred until twenty (20) business days after the non-breaching Party has provided the breaching Party with written notice specifying the event or events that, if not cured, would constitute a breach and specifying the action necessary to cure the breach within that period.

Section 14. Representations and Warranties.

(a) Mutual Representations and Warranties. Both Permittee and MainQuad represent that they are legally qualified, empowered, and able to enter into this Agreement.

(b) Permittee's Representations, Warranties and Covenants. Permittee makes the following further representations, warranties and covenants:

(i) Authorizations. At the Effective Date, Permittee will hold all licenses and other permits and authorizations necessary for the operation of the Station as presently authorized (including licenses, permits and authorizations issued by the FCC), and such licenses permits and authorizations will be in full force and effect for the entire term, unimpaired by any acts or omissions of Permittee, its principals, employees or agents. There is not now pending or, to Permittee's best knowledge, threatened, any action by the FCC to revoke, cancel, suspend, refuse to renew or modify adversely any of such licenses, permits or authorizations, and, to Permittee's best knowledge, no event has occurred that allows or, after notice or lapse of time or

both, would allow, the relocation or termination of such licenses, permits or authorizations or the imposition of any restriction thereon of such a nature that may limit the operation of the Station as presently authorized. Permittee has no reason to believe that any license, permit or authorization will not be renewed in its ordinary course. Permittee is not in violation of any statute, ordinance, rule, regulation, order or decree of any federal, state, or local governmental agency, court or authority having jurisdiction over it or over any part of its operations or assets, which default or violation would have a material adverse effect on the Station, the Permittee or its assets or on its ability to perform this Agreement.

(ii) Filings. All reports and applications required to be filed by Permittee with the FCC or any other governmental agency, department or body with respect to the Station have been, and in the future will be, filed in a timely manner and are and will be true and complete and accurately present the information contained therein. All such reports and documents, to the extent required to be kept in the public file of the Station, are and will be kept in such file.

(iii) Facilities. The Station's facilities (a) will be maintained at the expense of Permittee and will comply and be operated in accordance with the maximum facilities permitted by the FCC authorizations for the Station and with all applicable laws and regulations (including the requirements of Act), (b) will be kept in good operating condition and repair and (c) will be maintained so as to deliver a high quality technical signal to the area served by the Station.

(iv) Insurance. Permittee will maintain in full and effect throughout the term of this Agreement insurance with responsible and reputable insurance companies or associations covering such risks (including fire and other risks insured against by extended coverage, public liability insurance, insurance for claims against personal injury or death or property damage and such other insurance as may be required by law) and in such amounts and on such terms as is conventionally carried by broadcasters operating radio stations with facilities comparable to those of the Station. Any insurance proceeds received by Permittee in respect of damaged property will be used to repair or replace such property so that the operation of the Station conforms with this Agreement.

Section 15. Modification and Waiver. No modification or waiver of any provision of this Agreement shall in any event be effective unless the same shall be in writing signed by the Party against whom the waiver is sought to be enforced, and then such waiver and consent shall be effective only in the specific instance and for the purpose for which given.

Section 16. Delay in Exercise of Remedies; Remedies Cumulative. No failure or delay on the part of Permittee or MainQuad in exercising any right or power hereunder shall operate as a waiver thereof, nor shall any single or partial exercise of any such right or power, or any abandonment or discontinuance of steps to enforce such a right or power, preclude any other or further exercise thereof or the exercise of any other right or power. The rights and remedies of Permittee and MainQuad herein provided are cumulative and are not exclusive of any right or remedies which they may otherwise have.

Section 17. Construction. This Agreement shall be construed in accordance with the internal substantive laws of the State of Virginia (that is, without reference to Virginia's laws

concerning conflict of laws) and the obligations of the Parties hereto are subject to all Federal, state or municipal laws or regulations now or hereafter in force and to the regulations and policies of the FCC and all other governmental bodies or authorities presently or hereafter duly constituted. The Parties believe that the terms of this Agreement meet all of the requirements of current FCC policy for brokerage agreements and agree that they shall negotiate in good faith to meet any FCC concern with respect to this Agreement if are incorrectly interpreting current FCC policy or if FCC policy as hereafter modified so requires. The Parties further agree that they will make all required filings with the FCC with respect to this Agreement.

Section 18. Termination. Except as expressly set forth herein, neither Party may cancel or terminate this Agreement without the prior written consent of the other Party hereto.

Section 19. Headings. The headings contained in this Agreement are included for convenience only and no such heading shall in any way alter the meaning of any provision.

Section 20. Successors and Assigns. Subject to Section 24, this Agreement shall be binding upon and inure to the benefit of the Parties and their respective permitted successors and assigns, including, without limitation, any permitted transferees or assignees of any kind of the FCC licenses for the Station.

Section 21. Counterpart Signatures. This Agreement may be signed in one or more counterparts, each of which shall be deemed a duplicate original, binding on the Parties hereto notwithstanding that the Parties are not signatory to the same original or the same counterpart.

Section 22. Notices. Any notice required hereunder shall be in writing and any payment, notice or other communication shall be deemed given when delivered personally, or one day after deposited with Federal Express or another recognized overnight carrier for overnight delivery, or five (5) days after mailed by certified mail, postage prepaid, with return receipt requested, and addressed as follows:

To Permittee:

Larry V. Bell
President
Richmond Broadcasting, Inc.
504 Baldwin Road
Richmond, VA 23229

To MainQuad:

Daniel Berman
President
MainQuad Richmond, Inc.
10228 Governors Drive
Chapel Hill, NC 27514

Section 23. Entire Agreement. This Agreement (together with the Attachments hereto) embodies the entire agreement between the Parties and there are no other agreements, representations, warranties, or understandings, oral or written, between them with respect to the subject matter hereof. No alteration, modification or change of this Agreement shall be valid unless it is embodied in a written instrument signed by the Parties.

Section 24. Severability and Assignment. Except for the provisions relating to the FCC in Section 17 hereof, if any provision contained in this Agreement is held to be invalid, illegal or unenforceable, such shall not affect any other provision hereof, and this Agreement shall be construed as if such invalid, illegal or unenforceable provision or provisions had not been contained herein.

Section 25. No Joint Venture. The Parties agree that nothing herein shall constitute a joint venture between them. The Parties acknowledge that call letters, trademarks and other intellectual property shall at all times remain the property of the respective Parties and that neither Party shall obtain any ownership interest in the other Party's intellectual property by virtue of this Agreement.

Section 26. Extended interruptions. Notwithstanding any other provision hereof, if, during the term of this Agreement, any event occurs which prevents signal transmission by the Station for a period of seven (7) or more days or causes the Station to operate at less than eighty percent (80%) of the power authorized in the Station's construction permit or license, as the case may be, for a period of more than ten (10) days, the Permittee shall give prompt written notice to MainQuad and MainQuad shall have the right, by giving written notice to Permittee of its election to do so, to terminate this Agreement effective as of a date stated in such notice.

Section 27. Publicity. MainQuad and Permittee shall not issue any press release or otherwise make any statement to the general public with respect to the transactions contemplated herein except as may be required by law or regulation or as agreed upon by Permittee and MainQuad.

IN WITNESS WHEREOF, the Parties have executed this Agreement
as of the date first above written.

MAINQUAD RICHMOND, INC.

By: _____
Daniel Berman
President

RICHMOND BROADCASTING, INC.

By: _____

Name: _____

Its: _____

Application of MainQuad Communications, Inc.
Minor Modification of Construction Permit
WARV-FM, Petersburg, VA
April 2005

Exhibit 5

Compliance with Multiple Ownership Rules

MainQuad Communications, Inc. ("MainQuad"), is the licensee of stations WCUL(FM), Fac. ID. No. 54872, Midlothian (Orange), VA, and WARV-FM, Fac. ID No. 21826, Petersburg, VA and its principals hold an attributable ownership interest in WBBT-FM, Fac. ID No. 31859, Powhatan, VA. A MainQuad affiliate sells advertising on WJZV(FM), Fac. ID No. 76313, Ettrick, VA, pursuant to a grandfathered Joint Sales Agreement. In addition, the Commission recently has granted an application seeking the Commission's consent to the assignment of the license for WHAP(AM), to MainQuad Communications, Inc. See FCC File No. BAL - 20041118ADT. When that transaction is consummated, MainQuad and its principals will hold attributable interests in one AM station and four FM stations.

All five of these stations are located in the Richmond Arbitron Metro market. According to BIA's Media Access Pro, the Richmond Arbitron market includes 38 stations. Pursuant to 73.3555 of the Commission's Rules, a party may hold an attributable interest in up to 7 seven stations, four of which are in the same service, in markets with at least 30 stations. As a result, the possession by MainQuad and its principals of an attributable interest in one AM station and four FM stations is permissible.



BIA Radio Analysis Report

Call Letters	AM/ City of License	State of License	Day Power	Night Power	HAAT	Frequency	Class	Acquired	Format
WLEE	AM Richmond	VA	1,000	13	748'	98.9	D	2004/11p	Adlt Strnd
WCUL	FM Medlothian	VA	4,800	cp	367'	101.1	A	2004/01	DARK
WDYL	FM Chester	VA	4,000		367'	101.1	A	2001/02	Modern Rock
WAXB	FM Richmond	VA	20,000		840'	103.7	B	2000/08	Hot AC
WGM	AM Chester	VA	10,000	1,000		820	B	1976/10	ChrsContemp
WHAP	AM Hopewell	VA	1,000	1,000		1340	C	2005/01	Adlt Strnd
WHAN	AM Ashland	VA	1,000	31		1430	D	1998/08	BusNw/Talk
WKHK	FM Colonial Heights	VA	17,500		394'	95.3	B1	2000/08	Country
WREJ	AM Richmond	VA	10,000	960		1540	D	2004/11p	Urban/Insp
WCLM	AM Highland Springs	VA	960			1450	C	1994/10	Variety
WARV	FM Petersburg	VA	4,700	41	371'	100.3	A	2003/02	Oldies
WDZY	AM Colonial Heights	VA	25,000			1290	D	2000/09	Children
WKLK	FM Fort Lee	VA	50,000		453'	96.5	B	2000/08	Cisc Rock
WBTJ	FM Richmond	VA	7,600		1,234'	106.5	B	2000/08	HipHop/RhyB
WVNZ	AM Richmond	VA	5,000	1,500		1320	D	2004/11p	Spanish AC
WRNL	AM Richmond	VA	5,000			910	B	1993/08	Sprts/Talk
WRVA	AM Richmond	VA	50,000	50,000		1140	A	1992/07	News/Talk
WRVQ	FM Richmond	VA	200,000		351'	94.5	B	1992/07	CHR
WRXL	FM Richmond	VA	20,000		791'	102.1	B	1993/08	Alternative
WROU	AM Petersburg	VA	1,000	1,000		1240	C	1999/08	Gospel
WKJS	FM Richmond	VA	2,300		532'	105.7	A	1999/08	Urban AC
WBTX	AM Richmond	VA	5,000	5,000		1360	B	2001/07	Chrs/Talk
WTVR	FM Richmond	VA	50,000		840'	98.1	B	1998/06	AC
WXGI	AM Richmond	VA	3,900	45		950	D	1997/10	Sports
WYFJ	FM Ashland	VA	6,000		322'	100.1	A	1999/08	Christian
WCDC	FM Mechanicsville	VA	4,500		771'	92.1	B1	1999/08	Urban
WFTH	AM Richmond	VA	5,000	19		1990	D	1990/03	Gospel
WKJM	FM Petersburg	VA	6,000		328'	99.3	A	1999/08	Urban AC
WPZZ	FM Crewe	VA	100,000		981'	104.7	C1	1999/07	Gospel
WBBT	FM Powhatan	VA	6,000	cp	328'	107.3	A		Oldies
WJZV	FM Ettrick	VA	5,200		348'	93.1	A	2000/08	Country
WAUQ	FM Charles City	VA	10,000		351'	89.7	B1		Christian
WCVE	FM Richmond	VA	17,500		840'	88.9	B		Cisc/News
WDCE	FM Richmond	VA	100		85'	90.1	A		Variety
WHCE	FM Highland Springs	VA	3,000		105'	91.1	A		CHR
WVST	FM Petersburg	VA	2,200		167'	91.3	A		Jazz
WZEZ	FM Goochland	VA	4,800		262'	100.5	A		Adlt Strnd
WTOX	AM Glen Allen	VA	6,300	1,500 cp		1480	B	2004/11p	Talk

cp Indicates construction permit for technical facilities

n/a Indicates ratings for this station's market have not yet been posted

*Copyright 2004, Arbitron Inc.

Engineering Exhibit

WARV-FM

MainQuad Communications, Inc.

This application is being filed to correct coordinates for WARV-FM's current tower location. The current tower is actually located .86 kilometers north from the coordinates listed on the FCC's database. The tower owner has filed the necessary form with the FAA. WARV-FM proposes to operate with an effective radiated power of 4.5 kilowatts from its current tower upon grant of this application.

A channel study from the corrected coordinates is included in this exhibit as **Table 1**. This study indicates that WARV-FM is fully spaced with the following exceptions:

WARV-FM is short spaced to WYFJ(FM) Ashland, Va. This short spacing is being handled in the legal section of this application.

WARV-FM is short spaced to WZEZ(FM) Goochland, Va. WZEZ(FM) is a 73.215 station. **Map 1** shows the interfering and protected contours of both stations. WZEZ(FM) is protected at their licensed facilities.

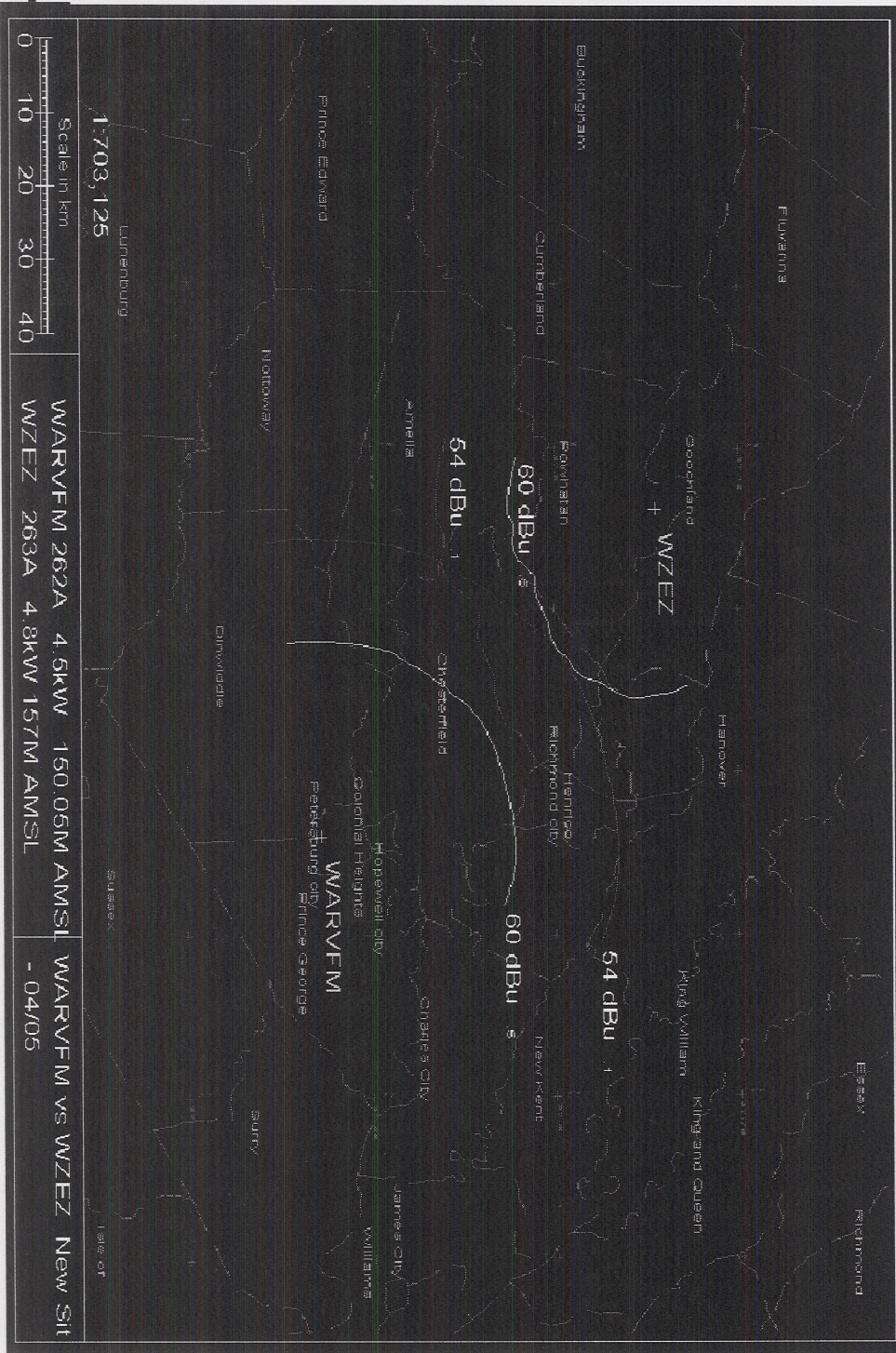
Map 2 shows WARV-FM's proposed coverage. The City of License of Petersburg, Va is shown on the map to demonstrate that it will be enclosed by the WARV-FM proposed city grade signal.

Table 1

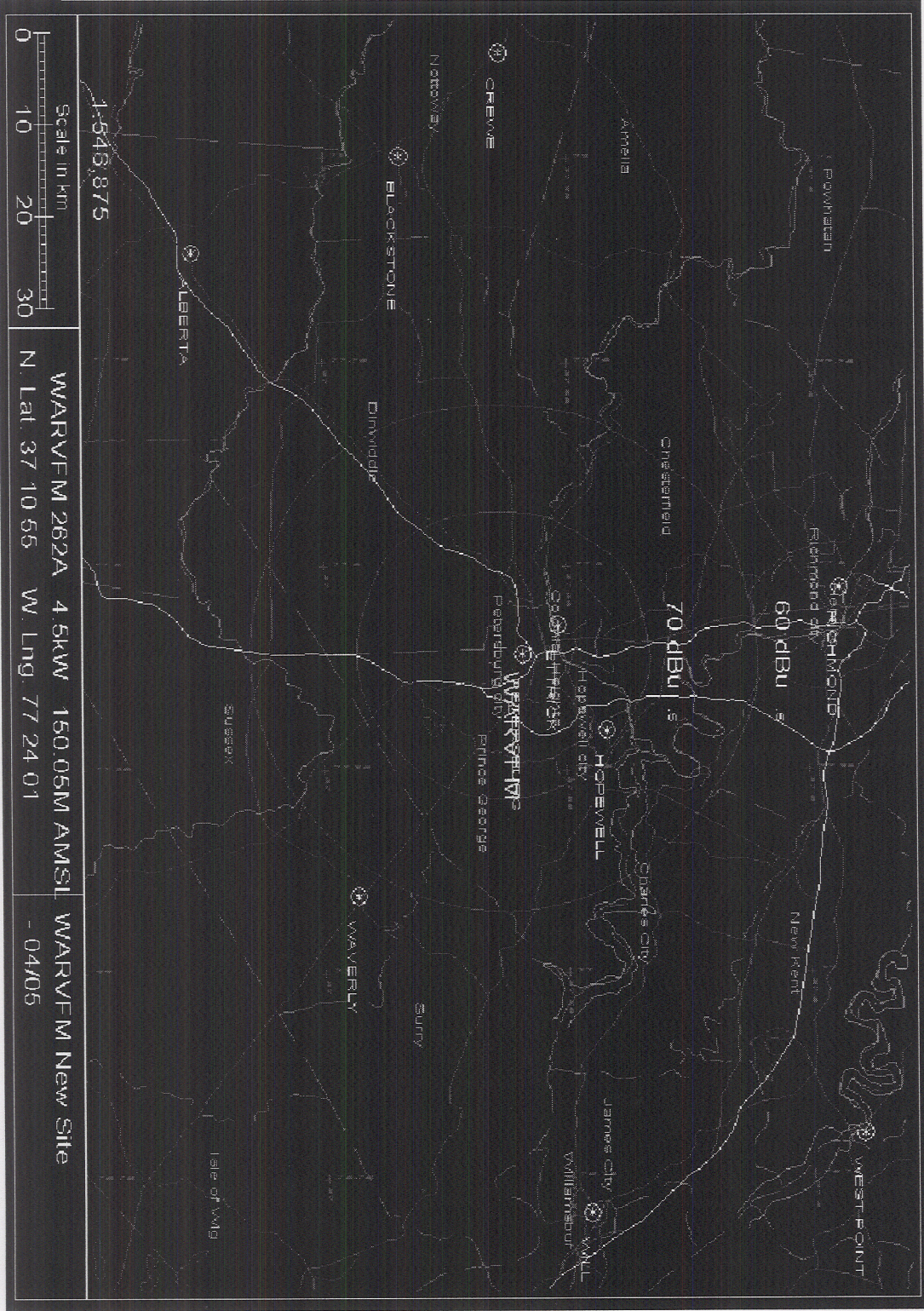
MainQuad Communications, Inc.

WARV New Site								
REFERENCE				DISPLAY DATES				
37 10 55 N				CLASS = A				DATA 04-23-05
77 24 01 W				Current Spacings				SEARCH 04-24-05
----- Channel 262 - 100.3 MHz -----								
Call	Channel		Location	Dist	Azi	FCC	Margin	
WARVFM	LIC	262A	Petersburg	VA	0.86	180.0	115.0	-114.14
ALLO	USE	262A	Petersburg	VA	1.32	152.3	115.0	-113.68
ALLO	USE	261A	Ashland	VA	63.17	352.4	72.0	-8.83
WYFJ	LIC	261A	Ashland	VA	63.17	352.4	72.0	-8.83
WZEZ	LIC-N	263A	Goochland	VA	67.54	318.8	72.0	-4.46
ALLO	USE	263A	Goochland	VA	71.61	322.1	72.0	-0.39
RADD	ADD	265B1	Lakeside	VA	47.99	3.9	48.0	-0.01
WXMM	LIC	263B	Norfolk	VA	113.18	110.0	113.0	0.18
ALLO	USE	263B	Norfolk	VA	113.18	110.0	113.0	0.18
RADD	ADD	262C0	Liberty	NC	227.22	234.6	215.0	12.22
WBIGFM	LIC	262B	Washington	DC	191.62	6.9	178.0	13.62
WAUQ	LIC-D	209B1	Charles City	VA	33.31	33.1	12.0	21.31
ALLO	USE	262B	Washington	DC	199.80	9.8	178.0	21.80
ALLO	USE	262C	High Point	NC	255.34	238.8	226.0	29.34
WVBZ	LIC	262C	High Point	NC	255.34	238.8	226.0	29.34
RDEL	DEL	262C	High Point	NC	255.34	238.8	226.0	29.34
ALLO	USE	261C2	Edenton	NC	137.87	149.1	106.0	31.87
WBXB	LIC-D	261C2	Edenton	NC	138.29	148.3	106.0	32.29
ALLO	USE	259B	Norfolk	VA	109.54	110.7	69.0	40.54
WYFI	LIC	259B	Norfolk	VA	109.54	110.7	69.0	40.54
WFXQ	LIC-N	260C3	Chase City	VA	94.32	243.8	42.0	52.32
ALLO	USE	260C3	Chase City	VA	94.44	243.8	42.0	52.44
WVBEFM	LIC-N	261C3	Lynchburg	VA	151.38	281.9	89.0	62.38
ALLO	USE	261C3	Lynchburg	VA	153.93	282.4	89.0	64.93
WLGP	LIC-N	262C1	Harkers Island	NC	267.50	170.3	200.0	67.50
WRVAFM	LIC	264C	Rocky Mount	NC	164.12	204.2	95.0	69.12
ALLO	USE	264C	Rocky Mount	NC	164.12	204.2	95.0	69.12
ALLO	USE	265A	Warsaw	VA	102.19	33.8	31.0	71.19
WNNTFM	LIC	265A	Warsaw	VA	102.19	33.8	31.0	71.19
WHRV	LIC	208B	Norfolk	VA	89.93	117.3	15.0	74.93

Map 1



Map 2



CERTIFICATE OF SERVICE

I, Rayya Khalaf, hereby certify that a true and correct copy of the foregoing "Reply Comments of Cox Radio, Inc. and CXR Holdings, Inc." was sent on this 9th day of May, 2005, via first-class United States mail, postage pre-paid, to the following:

Ms. Victoria McCauley*
Federal Communications Commission
445 12th Street, SW
Room 2-C222
Washington, D.C. 20554

Dana Puopolo
2134 Oak Street, Unit C
Santa Monica, California 90405

(Petitioner for Port Norris)

Northern Neck & Tidewater Communications,
Inc.
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Raleigh, North Carolina 27602

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(Licensee of WNNT-FM)

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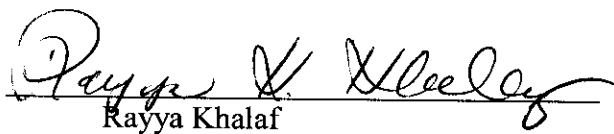
(Counsel to Northern Neck & Tidewater
Communications, Inc.)

(Counsel to MainQuad Communications, Inc.)

Lee J. Peltzman, Esq.
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Washington, D.C. 20036

(Counsel to Maranatha, Inc.)

*denotes hand delivery


Rayya Khalaf